

United States Bankruptcy Court  
Middle District of Pennsylvania

In re:  
Heather L Lehr  
Debtor

Case No. 17-03926-HWV  
Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0314-1

User: LyndseyPr  
Form ID: pdf002

Page 1 of 3  
Total Noticed: 60

Date Rcvd: Dec 05, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 07, 2017.

db  
4971290 +Heather L Lehr, 700 HILLCREST RD, York, PA 17403-4112  
4971292 +Aes/slm Trust, Pob 61047, Harrisburg, PA 17106-1047  
4971293 +Amex, Correspondence, Po Box 981540, El Paso, TX 79998-1540  
4971293 #+Bank Of America, Nc4-105-03-14, Po Box 26012, Greensboro, NC 27420-6012  
4971294 +Barclays Bank Delaware, 100 S West St, Wilmington, DE 19801-5015  
4971296 +Capital One, General Correspondence, Po Box 30285, Salt lake City, UT 84130-0285  
4971297 +Capital One, Attn: Bankruptcy, Po Box 30253, Salt Lake City, UT 84130-0253  
4998474 Capital One, N.A., c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701  
4971301 +Chase Card, Attn: Correspondence Dept, Po Box 15298, Wilmington, DE 19850-5298  
4971303 +Citibank / Sears, Citicorp Credit Services/Attn: Centraliz, Po Box 790040,  
Saint Louis, MO 63179-0040  
4971305 +Citibank/The Home Depot, Citicorp Cr Srvs/Centralized Bankruptcy, Po Box 790040,  
S Louis, MO 63179-0040  
4971306 +Citicards Cbna, Citicorp Credit Svc/Centralized Bankrupt, Po Box 790040,  
Saint Louis, MO 63179-0040  
4971307 +Comenity Bank/Ashley Stewart, Attn: Bankruptcy, Po Box 182125, Columbus, OH 43218-2125  
4971308 Comenity Bank/Bon Ton, Attn: Bankruptcy, Po Box 18215, Columbus, OH 43218  
4971309 +Comenity Bank/Fashion Bug, Po Box 182125, Columbus, OH 43218-2125  
4971310 +Comenity Bank/Lane Bryant, Attn: Bankruptcy, Po Box 182125, Columbus, OH 43218-2125  
4971311 +Comenity Bank/Maurices, Attn: Bankruptcy, Po Box 182125, Columbus, OH 43218-2125  
4971313 +Comenity Bank/Victoria Secret, Attn: Bankruptcy, Po Box 182125, Columbus, OH 43218-2125  
4971312 +Comenity Bank/nwyrk&co, 220 W Schrock Rd, Westerville, OH 43081-2873  
4971314 +Comenitycapital/bosco, Comenity Bank, Po Box 182125, Columbus, OH 43218-2125  
4971315 ++DELL FINANCIAL SERVICES, P O BOX 81577, AUSTIN TX 78708-1577  
(address filed with court: Dell Financial Services, Attn: Bankruptcy, Po Box 81577,  
Austin, TX 78708)  
4971318 +First National Bank, Attn: FNN Legal Dept, 1620 Dodge St Mailstop Code 3290,  
Omaha, NE 68102-1593  
4972125 +First National Bank of Omaha, 1620 Dodge St., Stop Code 3105, Omaha, NE 68197-0002  
4971320 +Jh Portfolio Debt Equities LLC, 5757 Phantom Dr Ste 225, Hazelwood, MO 63042-2429  
4991744 +M&T Bank, PO Box 1508, Buffalo, NY 14240-1508  
4983516 +PHEAA, PO Box 8147, Harrisburg, PA 17105-8147  
4971334 +Sears/cbna, PO Box 6189, Sioux Falls, SD 57117-6189  
4971352 +Target, C/O Financial & Retail Srvs, Mailstopn BT POB 9475, Minneapolis, MN 55440-9475  
4971353 +United States Senate F, 2750 Eisenhower Ave, Alexandria, VA 22314-5217  
4971354 +Wells Fargo Dealer Services, Attn: Bankruptcy, Po Box 19657, Irvine, CA 92623-9657

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

4971291 E-mail/Text: ebnbankruptcy@ahm.honda.com Dec 05 2017 19:16:25 American Honda Finance,  
Po Box 168088, Irving, TX 75016  
4971299 +E-mail/Text: bankruptcy@caups.com Dec 05 2017 19:16:30 Cavalry Portfolio Services,  
Attn: Bankruptcy Department, 500 Summit Lake Ste 400, Valhalla, NY 10595-2322  
4994744 +E-mail/Text: bankruptcy@caups.com Dec 05 2017 19:16:30 Cavalry SPV I, LLC,  
500 Summit Lake Drive, Ste 400, Valhalla, NY 10595-1340  
4975840 E-mail/Text: mrdiscen@discover.com Dec 05 2017 19:15:42 Discover Bank,  
Discover Products Inc, PO Box 3025, New Albany, OH 43054-3025  
4971316 +E-mail/Text: mrdiscen@discover.com Dec 05 2017 19:15:42 Discover Financial, Po Box 3025,  
New Albany, OH 43054-3025  
4975928 +E-mail/Text: DSLBKYP@discover.com Dec 05 2017 19:16:35 Discover Student Loans,  
PO Box 30925, Salt Lake City, UT 84130-0925  
4971317 +E-mail/Text: DSLBKYP@discover.com Dec 05 2017 19:16:35 Discover Student Loans,  
Po Box 30948, Salt Lake City, UT 84130-0948  
4971319 E-mail/Text: cio.bncmail@irs.gov Dec 05 2017 19:15:51 Internal Revenue Service,  
1111 Constitution Ave, Washington, DC 20224  
4971321 +E-mail/Text: bnckohlsnotices@becket-lee.com Dec 05 2017 19:15:45 Kohls/Capital One,  
Kohls Credit, Po Box 3043, Milwaukee, WI 53201-3043  
4971323 E-mail/Text: camanagement@mtb.com Dec 05 2017 19:16:03 M & T Bank, 1 Fountain Plz Fl 4,  
Buffalo, NY 14203  
4971322 E-mail/Text: camanagement@mtb.com Dec 05 2017 19:16:03 M & T Bank, Po Box 844,  
Buffalo, NY 14240  
4983398 E-mail/Text: camanagement@mtb.com Dec 05 2017 19:16:03 M&T Bank, P.O. Box 1288,  
Buffalo, NY 14240-1288  
4971324 +E-mail/Text: bnc@nordstrom.com Dec 05 2017 19:15:48 Nordstrom Fsb, Correspondence,  
Po Box 6555, Englewood, CO 80155-6555  
4971325 +E-mail/Text: bankruptcy@psecu.com Dec 05 2017 19:16:45 P S E C U,  
Attention: Bankruptcy, Po Box 67013, Harrisburg, PA 17106-7013  
4971332 E-mail/PDF: PRA\_BK2\_CASE\_UPDATE@portfoliorecovery.com Dec 05 2017 19:36:41  
Portfolio Recovery, Po Box 41067, Norfolk, VA 23541  
4982596 E-mail/PDF: PRA\_BK2\_CASE\_UPDATE@portfoliorecovery.com Dec 05 2017 19:19:43  
Portfolio Recovery Associates, LLC, POB 12914, Norfolk VA 23541  
4971597 +E-mail/PDF: PRA\_BK2\_CASE\_UPDATE@portfoliorecovery.com Dec 05 2017 19:31:21  
PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021  
4971333 +E-mail/Text: bkdepartment@rtresolutions.com Dec 05 2017 19:16:26 Real Time Resolutions,  
Attn: Bankruptcy, Po Box 36655, Dallas, TX 75235-1655

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center (continued)

|         |   |                                |
|---------|---|--------------------------------|
| 4971335 | +E-mail/PDF: gecsedirecoverycorp.com Dec 05 2017 19:13:21 | Synco Bank/American Eagle,     |
|         | Attn: Bankruptcy, Po Box 965064, Orlando, FL 32896-5064   |                                |
| 4971336 | +E-mail/PDF: gecsedirecoverycorp.com Dec 05 2017 19:13:10 | Synco/wolf Furniture,          |
|         | Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060   |                                |
| 4971337 | +E-mail/PDF: gecsedirecoverycorp.com Dec 05 2017 19:13:10 | Synchrony Bank/ JC Penneys,    |
|         | Attn: Bankruptcy, Po Box 956060, Orlando, FL 32896-0001   |                                |
| 4971338 | +E-mail/PDF: gecsedirecoverycorp.com Dec 05 2017 19:13:21 | Synchrony Bank/ Old Navy,      |
|         | Attn: Bankruptcy, Po Box 956060, Orlando, FL 32896-0001   |                                |
| 4971339 | +E-mail/PDF: gecsedirecoverycorp.com Dec 05 2017 19:13:10 | Synchrony Bank/American Eagle, |
|         | Attn: Bankruptcy, Po Box 956060, Orlando, FL 32896-0001   |                                |
| 4971342 | +E-mail/PDF: gecsedirecoverycorp.com Dec 05 2017 19:13:02 | Synchrony Bank/Care Credit,    |
|         | Attn: Bankruptcy, Po Box 956060, Orlando, FL 32896-0001   |                                |
| 4971343 | +E-mail/PDF: gecsedirecoverycorp.com Dec 05 2017 19:13:11 | Synchrony Bank/Gap,            |
|         | Attn: Bankruptcy, Po Box 956060, Orlando, FL 32896-0001   |                                |
| 4971344 | +E-mail/PDF: gecsedirecoverycorp.com Dec 05 2017 19:13:11 | Synchrony Bank/Lowes,          |
|         | Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060   |                                |
| 4971346 | +E-mail/PDF: gecsedirecoverycorp.com Dec 05 2017 19:13:11 | Synchrony Bank/Sams,           |
|         | Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060   |                                |
| 4971348 | +E-mail/PDF: gecsedirecoverycorp.com Dec 05 2017 19:13:11 | Synchrony Bank/Sams Club,      |
|         | Attn: Bankruptcy, Po Box 956060, Orlando, FL 32896-0001   |                                |
| 4971350 | +E-mail/PDF: gecsedirecoverycorp.com Dec 05 2017 19:13:02 | Synchrony Bank/TJX,            |
|         | Attn: Bankruptcy, Po Box 956060, Orlando, FL 32896-0001   |                                |
| 4971351 | +E-mail/PDF: gecsedirecoverycorp.com Dec 05 2017 19:13:11 | Synchrony Bank/Walmart,        |
|         | Attn: Bankruptcy, Po Box 956060, Orlando, FL 32896-0001   |                                |

TOTAL: 30

## \*\*\*\*\* BYPASSED RECIPIENTS (undeliverable, \* duplicate) \*\*\*\*\*

|          |  |
|----------|--|
| cr*      | +PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021                                     |
| 4971295* | +Barclays Bank Delaware, 100 S West St, Wilmington, DE 19801-5015  |
| 4971298* | +Capital One, Attn: Bankruptcy, Po Box 30253, Salt Lake City, UT 84130-0253                                |
| 4971300* | +Cavalry Portfolio Services, Attn: Bankruptcy Department, 500 Summit Lake Ste 400, Valhalla, NY 10595-2322 |
| 4971302* | +Chase Card, Attn: Correspondence Dept, Po Box 15298, Wilmington, DE 19850-5298                            |
| 4971304* | +Citibank / Sears, Citicorp Credit Services/Attn: Centraliz, Po Box 790040, Saint Louis, MO 63179-0040     |
| 4971326* | +P S E C U, Attention: Bankruptcy, Po Box 67013, Harrisburg, PA 17106-7013                                 |
| 4971327* | +P S E C U, Attention: Bankruptcy, Po Box 67013, Harrisburg, PA 17106-7013                                 |
| 4971328* | +P S E C U, Attention: Bankruptcy, Po Box 67013, Harrisburg, PA 17106-7013                                 |
| 4971329* | +P S E C U, Attention: Bankruptcy, Po Box 67013, Harrisburg, PA 17106-7013                                 |
| 4971330* | +P S E C U, Attention: Bankruptcy, Po Box 67013, Harrisburg, PA 17106-7013                                 |
| 4971331* | +P S E C U, Attention: Bankruptcy, Po Box 67013, Harrisburg, PA 17106-7013                                 |
| 4971340* | +Synchrony Bank/American Eagle, Attn: Bankruptcy, Po Box 956060, Orlando, FL 32896-0001                    |
| 4971341* | +Synchrony Bank/American Eagle, Attn: Bankruptcy, Po Box 956060, Orlando, FL 32896-0001                    |
| 4971345* | +Synchrony Bank/Old Navy, Attn: Bankruptcy, Po Box 956060, Orlando, FL 32896-0001                          |
| 4971347* | +Synchrony Bank/Sams, Attn: Bankruptcy, Po Box 956060, Orlando, FL 32896-5060                              |
| 4971349* | +Synchrony Bank/Sams Club, Attn: Bankruptcy, Po Box 956060, Orlando, FL 32896-0001                         |

TOTALS: 0, \* 17, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Dec 07, 2017

Signature: /s/Joseph Speetjens

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## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 5, 2017 at the address(es) listed below:

Chad James Julius on behalf of Debtor 1 Heather L Lehr cjulius@ljacobsonlaw.com,  
brhoades@ljacobsonlaw.com  
Charles J DeHart, III (Trustee) dehartstaff@pamd13trustee.com, TWecf@pamd13trustee.com  
James Warmbrodt on behalf of Creditor M&T BANK bkgroup@kmlawgroup.com  
United States Trustee ustpreregion03.ha.ecf@usdoj.gov

TOTAL: 4

**IN THE UNITED STATES BANKRUPTCY COURT  
OF THE MIDDLE DISTRICT OF PENNSYLVANIA**

## YOUR RIGHTS WILL BE AFFECTED

## PLAN PROVISIONS

**NOTICE OF SPECIAL PROVISION: (Check if applicable)**

- ( ) This plan contains special provisions that are not included in the standard plan as approved by the U.S. Bankruptcy Court for the Middle District of Pennsylvania. Those provisions are set out in Section 8 of this plan. Other than to insert text into the designated spaces or to expand the tables to include additional claims, the reprinted language of this form may not be altered. This does not mean that the Debtor is prohibited from proposing additional or different plan provisions in Section 8. The Debtor may propose additional or different plan provisions or specify that any of the provisions will not be applicable, provided however, that each such provision or deletion shall be set forth herein in Section 8.

# 1. PLAN FUNDING AND LENGTH OF PLAN

## A. Plan Payments

1. To date, the Debtor(s) has paid \$0.00 (enter \$0 if no payments have been made to the Trustee to date). Debtor(s) shall pay to the Trustee for the remaining term of the plan the following payments. If applicable, in addition to monthly plan payments, Debtor(s) shall make conduit payments through the Trustee as set forth below. The total base plan is \$18,480.00 plus other payments and property stated in Section 1B below:

| Start<br>mm/yy | End<br>mm/yy | Plan Payment | Estimated<br>Conduit Payment | Total Payment |
|----------------|--------------|--------------|------------------------------|---------------|
| 11/2017        | 10/2022      | \$308.00     |                              | \$18,480.00   |
|                |              |              |                              |               |
|                |              |              |                              |               |
|                |              |              | Total Payments:              | \$18,480.00   |

2. If the plan provides for conduit mortgage payments, and the mortgagee notifies the Trustee that a different payment is due, the Trustee shall notify the Debtor and the attorney for the Debtor, in writing, to adjust the conduit payments and the plan funding accordingly. Debtor(s) is responsible for all post-petition mortgage payments due prior to the initiation of conduit mortgage payments.
3. Debtor(s) shall take appropriate action to ensure that all applicable wage attachments are adjusted to conform to the terms of the plan.
4. CHECK ONE:                    ☐ Debtor(s) is at or under median income  
   ☒ Debtor(s) is over median income  
   Debtor(s) calculates that a minimum of \$5,034.60 must be paid to unsecured, non-priority creditors in order to comply with the Means Test.

## B. Liquidation of Assets

1. In addition to the above specified plan payments, Debtor(s) shall dedicate to the plan proceeds in the estimated amount of \_\_\_\_\_ from the sale of property known and designated as \_\_\_\_\_ and assets therein. All sales shall be completed by \_\_\_\_\_. If the property does not sell by the date specified, then the disposition of the property shall be as follows:

\_\_\_\_\_  
\_\_\_\_\_

2. Other payments from any source(s) (describe specifically) shall be paid to the Trustee as follows: None.
3. The Debtor estimates that the liquidation value of this estate is \$0.00 (Liquidation value is calculated as the value of all nonexempt assets after the deduction of valid liens and encumbrances and before the deduction of Trustee fees and priority claims.)

## 2. SECURED CLAIMS

- A. Pre-Confirmation Distributions. Adequate protection and conduit payments in the following amounts will be paid by the Debtor to the Trustee. The Trustee will disburse these payments for which a proof of claim has been filed as soon as practicable after receipt of said payments from the Debtor.

| Name of Creditor | Address | Account# | Estimated Monthly Payment |
|------------------|---------|----------|---------------------------|
|                  |         |          |                           |
|                  |         |          |                           |
|                  |         |          |                           |

The Trustee will not make a partial payment. If the Debtor makes a partial plan payment, or if it is not paid on time and the Trustee is unable to pay timely a payment due on a claim in this section, the Debtor's cure of this default must include any applicable late charges.

Upon receipt, Debtor shall mail to the Trustee all notices from mortgagees including statements, payment coupons, impound and escrow notices, and notices concerning changes of the interest rate on variable interest rate loans. If any such notice informs the Debtor that the amount of the payment has increased or decreased, the change in the plan payment to the Trustee will not require modification of this plan.

- B. Mortgages and Other Direct Payments by Debtor. Payments will be made outside the plan according to the original contract terms, with no modification of contract terms and with liens retained. All mortgage and other lien claim balances survive the plan if not avoided or paid in full under the plan.

| Name of Creditor | Description of Collateral                    | Contractual Monthly Payment | Principal Balance of Claim |
|------------------|--|-----------------------------|----------------------------|
| M&T Bank         | 700 Hillcrest Road, York, Pennsylvania 17403 | \$1,438.13                  | \$156,140.89 est.          |
| USASFund         | 700 Hillcrest Road, York, Pennsylvania 17403 | \$360.00                    | \$16,993.00 est.           |
| PSECU            | 2009 Lincoln MKX 92000 miles                 | \$362.12                    | \$12,155.00 est.           |

- C. Arrears. The Trustee shall distribute the amount of pre-petition arrearages set forth in the allowed proof of claim to each secured creditor set forth below. If the Debtor or the Trustee objects to a proof of claim and the objection is sustained, or if the plan provides for payment of amounts greater than the allowed proof of claim, the creditor's claim will be paid in the amount allowed by the court.

| Name of Creditor | Description of Collateral                    | Estimated Pre-petition Arrears to be Cured | Estimated Post-Petition arrears to be Cured | Total to be paid in plan                   |
|------------------|--|--|---|--|
| M&T Bank         | 700 Hillcrest Road, York, Pennsylvania 17403 | Per allowed proof of claim (\$352.74 est.) |   | Per allowed proof of claim (\$352.74 est.) |
|                  |  |  |   |  |
|                  |  |  |   |  |

- D. Secured Claims Paid According to Modified Terms. These amounts will be paid in the plan according to modified terms, and liens retained until entry of discharge. The excess of the creditor's claim will be treated as an unsecured claim. Any claim listed as "NO VALUE" in the "Modified Principal Balance" column below will be treated as an unsecured claim. THE LIENS WILL BE AVOIDED OR LIMITED THROUGH THE PLAN OR DEBTOR(S) WILL FILE AN ADVERSARY ACTION TO DETERMINE THE EXTENT, VALIDITY, AND PRIORITY OF THE LIEN (Select method in last column):

| Name of Creditor | Description of Collateral | Modified Principal Balance | Interest Rate | Total Payment | Plan* or Adversary Action |
|------------------|---------------------------|----------------------------|---------------|---------------|---------------------------|
|                  |                           |                            |               |               |                           |
|                  |                           |                            |               |               |                           |
|                  |                           |                            |               |               |                           |

**\* "PLAN" INDICATES THAT THE DEBTOR(S) PROPOSES TO AVOID OR LIMIT THE LIEN OF THE CREDITOR IN THIS PLAN. CONFIRMATION OF THE PLAN SHALL CONSTITUTE A FINDING OF VALUATION PURSUANT TO SECTION 506(a). NO ADVERSARY COMPLAINT OR MOTION WILL BE FILED AND THE LIEN WILL BE AVOIDED BY A CONFIRMATION ORDER UPON DISCHARGE. IF THE CREDITOR WISHES TO CONTEST THE AVOIDANCE OF THE LIEN, THE CREDITOR MUST FILE AN OBJECTION TO THIS PLAN. OTHERWISE CONFIRMATION OF THE PLAN WILL AVOID THE LIEN UPON DISCHARGE.**

- E. Other Secured Claims. (Including conduit payments)

| Name of Creditor | Description of Collateral | Principal Balance of | Interest Rate | Total to be paid in |
|------------------|---------------------------|----------------------|---------------|---------------------|
|------------------|---------------------------|----------------------|---------------|---------------------|

|  |  |              |  |             |
|--|--|--------------|--|-------------|
|  |  | <b>Claim</b> |  | <b>plan</b> |
|  |  |              |  |             |
|  |  |              |  |             |

- F. Surrender of Collateral: Debtors surrender the following assets to secured creditors. Upon confirmation of the plan, bankruptcy stays are lifted as to the collateral to be surrendered. This provision does not prejudice a creditor's right to move to lift the stay prior to confirmation.

| Name of Creditor | Description of Collateral to be Surrendered |
|------------------|---|
|                  |   |
|                  |   |
|                  |   |

- G. Lien Avoidance. The Debtor moves to avoid the following judicial and/or nonpossessory, non-purchase money liens of the following creditors pursuant to Section 522(f) (this section should not be used for statutory or consensual liens such as mortgages):

| Name of Creditor | Description of Collateral |
|------------------|---------------------------|
|                  |                           |
|                  |                           |
|                  |                           |
|                  |                           |
|                  |                           |
|                  |                           |

- H. Optional provisions regarding duties of certain mortgage holders and servicers. Property of the estate vests upon closing of the case, and Debtor elects to include the following provisions. (Check if applicable)

- ( ) Confirmation of the plan shall impose an affirmative duty on the holders and/or servicers of any claims secured by liens, mortgages and/or deeds of trust on the principal residence of the Debtor to do the following:
- (1) Apply the payments received from the Trustee on the pre-petition arrearage, if any, only to such arrearage. If the plan provides for an allowed payment of post-petition arrearages as set forth in Section 2C, apply those payments to only the post-petition arrearages.
  - (2) Deem the pre-petition arrearage as contractually current upon confirmation of the plan for the sole purpose of precluding the imposition of late payment charges or other default-related fees and services based solely on the pre-petition default or defaults.
  - (3) Apply the post-petition monthly mortgage payments made by the Debtor to the post-petition mortgage obligations as provided for by



the terms of the underlying mortgage note. Late charges may be assessed on post-petition payments as provided by the terms of the mortgage and note

### 3. PRIORITY CLAIMS

- A. Allowed unsecured claims entitled to priority under section 1322(a) will be paid in full unless modified under Section 8:

| Name of Creditor         | Estimated Total Payment                       |
|--------------------------|---|
| Internal Revenue Service | Per allowed proof of claim (\$12,092.35 est.) |
|                          |   |
|                          |   |

B. Administrative Claims:

- (1) Trustee Fees. Percentage fees payable to the Trustee will be paid at the rate fixed by the United States Trustee, not to exceed 10%.

- (2) Attorney fees. (x) In addition to the retainer of \$1,825.00 already paid by the Debtor(s), the amount of \$2,175.00. This represents the unpaid balance of the presumptively reasonable fee specified in L.B.R. 2016-2.

( ) \$ per hour, to be adjusted in accordance with the terms of the written fee agreement between the Debtor and the attorney. Payment of such lodestar compensation shall require a separate fee application with the requested amount of compensation approved by the Court.

- (3) Other administrative claims.

| Name of Creditor | Estimated Total Payment |
|------------------|-------------------------|
|                  |                         |
|                  |                         |

### 4. UNSECURED CLAIMS

- A. Claims of Unsecured Nonpriority Creditors Specially Classified. Includes unsecured claims, such as co-signed unsecured debts, that will be paid in full even though all other unsecured claims may not be paid in full.

| Name of Creditor | Reason for Special Classification | Amount of Claim | Interest Rate | Total Payment |
|------------------|-----------------------------------|-----------------|---------------|---------------|
|                  |                                   | \$              | %             | \$            |

|  |  |    |   |    |
|--|--|----|---|----|
|  |  | \$ | % | \$ |
|--|--|----|---|----|

**B.** All remaining allowed unsecured claims shall receive a pro-rata distribution of any funds remaining after payment of the other classes.

5. **EXECUTORY CONTRACTS AND UNEXPIRED LEASES.** The following executory contracts and unexpired leases are assumed (and pre-petition arrears to be cured in the plan) or rejected (so indicate):

| Name of Creditor | Description of Collateral | Monthly Payment | Interest Rate | Pre-petition Arrears | Total Payment | Assume/Reject |
|------------------|---------------------------|-----------------|---------------|----------------------|---------------|---------------|
|                  |                           |                 |               |                      |               |               |
|                  |                           | \$              | %             | \$                   | \$            |               |

6. **REVESTING OF PROPERTY: (Check One)**

( ) Property of the estate will vest in the Debtor upon confirmation. (Not to be used with Section 2H)

(X) Property of the estate will vest in the Debtor upon closing of the case.

7. **STUDENT LOAN PROVISIONS**

A. Student loan provisions. This plan does not seek to discharge student loan(s) except as follows: NONE.

**(NOTE: If you are not seeking to discharge a student loan(s), do not complete this section.)**

| Name of Creditor | Monthly Payment | Interest Rate | Pre-Petition Arrears | Total Payment |
|------------------|-----------------|---------------|----------------------|---------------|
|                  |                 |               |                      |               |

8. **OTHER PLAN PROVISIONS: None.**

9. **ORDER OF DISTRIBUTION:**

Payments from the plan will be made by the trustee in the following order:

Level 1: \_\_\_\_\_  
Level 2: \_\_\_\_\_  
Level 3: \_\_\_\_\_  
Level 4: \_\_\_\_\_  
Level 5: \_\_\_\_\_  
Level 6: \_\_\_\_\_  
Level 7: \_\_\_\_\_  
Level 8: \_\_\_\_\_

If the above Levels are not filled-in, then the order of distribution of plan payments will be determined by the trustee using the following as a guide:

- Level 1: Adequate protection payments.
- Level 2: Debtor's attorney's fees.
- Level 3: Domestic Support Obligations.
- Level 4: Priority claims, pro rata.
- Level 5: Secured claims, pro rata.
- Level 6: Specially classified unsecured claims.
- Level 7: General unsecured claims.
- Level 8: Untimely filed unsecured claims to which the debtor has not objected.

#### **GENERAL PRINCIPLES APPLICABLE TO ALL PLANS**

All pre-petition arrears and cramdowns shall be paid to the trustee and disbursed to creditors through the plan.

If a pre-petition creditor files a secured, priority or specially classified claim after the bar date, the trustee will treat the claim as allowed, subject to objection by the debtor. Claims filed after the bar date that are not properly served on the trustee will not be paid. The debtor is responsible for reviewing claims and filing objections, if appropriate.

Date: October 26, 2017

s/Heather L Lehr